



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



September 17, 2013

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 September 17, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**BAILMENT AGREEMENT WITH MALIBU MOUNTAIN RESCUE
TEAM, INCORPORATED FOR USE OF A 2013 DODGE RAM 2500 FOR
MALIBU/LOST HILLS SHERIFF'S STATION
(THIRD DISTRICT) (3 VOTES)**

SUBJECT

The purpose of this letter is to seek the Board's approval for the Los Angeles County Sheriff's Department (Department) to enter into a Bailment Agreement (Agreement) for the use of a 2013 Dodge Ram 2500 (pick-up truck), which will be provided by the Malibu Mountain Rescue Team, Incorporated (MMRT), a non-profit public benefit corporation. The MMRT is providing the pick-up truck primarily for use by personnel assigned to the Department's Malibu Search and Rescue Team (Team) at the Malibu/Lost Hills Sheriff's Station (Station).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement with the MMRT for the use of the pick-up truck at no cost to the Los Angeles County (County), effective upon execution by the Board of Supervisors for the term of ten years.
2. Approve the County to indemnify and defend the MMRT from all liability arising out of the County's use of the pick-up truck, other than liability resulting from inherent defects or malfunctions related to acts or omissions of the manufacturer. The Department will provide repair and maintenance service for the pick-up truck.

3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Ryan Huggins, President of the MMRT, Post Office Box 222, Malibu, California 90265, for the generous loan and use of the pick-up truck.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The MMRT wishes to loan the use of the pick-up truck, Vehicle Identification Number 3C6UR5CL5DG581076, primarily for use by Department personnel assigned to the Team. The pick-up truck will be used by deputies on the Team while they are on patrol and for rescue callouts in the Station's area. The pick-up truck will also be used to tow the Station's command post trailer.

Implementation of Strategic Plan Goals

Acceptance of this loan supports the County's Strategic Plan, Goal 3, Integrated Services Delivery. The pick-up truck will enhance both the quality and productivity of services provided by the Team.

FISCAL IMPACT/FINANCING

The Department will hold title as the registered owner of the pick-up truck and the MMRT will hold title as the legal owner of the pick-up truck. All liability insurance will be provided and paid for by the Department. The Department will provide all fuel, general maintenance, and necessary repairs for the daily operation of the pick-up truck.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The pick-up truck will be on loan to the Department for a period of ten years at no cost to the County. Either party may terminate the Agreement with five days advance written notice to the other party. In addition, the Agreement requires that the County indemnify the MMRT for any and all liability arising out of the County's use or operation of the pick-up truck. The indemnification does not extend to any liability resulting from inherent defects or malfunctions in such vehicle related to manufacturer's acts or omissions.

This Board letter has been reviewed and the Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact of current County services.

CONCLUSION

Upon Board approval, please return an adopted stamped copy of the letter and three signed copies of the Agreement to the Department's Communications and Fleet Management Bureau.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent than the last name "Baca".

LEROY D. BACA
Sheriff

LDB:rjs

Enclosures

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MALIBU MOUNTAIN RESCUE TEAM, INC.**

This Bailment Agreement, hereinafter referred to as "Agreement," is made and entered into this 17th day of September, 2013 by and between the County of Los Angeles, hereinafter referred to as "COUNTY," and the Malibu Mountain Rescue Team, Inc.

1. **Bailment of Property:** The Malibu Mountain Rescue Team, Inc. hereby bails a 2013 Dodge Ram 2500 Pick-up truck, Vehicle Identification Number 3C6UR5CL5DG581076, hereinafter referred to as the "VEHICLE," for exclusive use of the Los Angeles County Sheriff's Department, hereinafter referred to as "Department"
2. **Term of Bailment:** The term of this Agreement shall be for ten (10) years, commencing upon execution by the COUNTY Board of Supervisors, unless sooner terminated or extended, in whole or in part, as set forth herein.
3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the VEHICLE. COUNTY will provide all necessary maintenance and repairs at no cost to the Malibu Mountain Rescue Team, Inc. COUNTY has the right to inspect said VEHICLE prior to acceptance. The Malibu Mountain Rescue Team, Inc. shall assume responsibility for ensuring that the VEHICLE has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the VEHICLE upon delivery and by acceptance thereof finds the VEHICLE is in good working order and condition, ensure proper servicing and shall comply in every respect with any manufacturer's/owner's manual that comes with the VEHICLE. COUNTY shall pay for normal service required for proper operation of the VEHICLE. COUNTY shall pay for all washing, parking, garage, highway/road service tolls and fines incurred in connection with use of the VEHICLE. COUNTY will provide, install and maintain all required law enforcement equipment including voice radios, lights, sirens and graphics on the VEHICLE. All required law enforcement equipment installed by COUNTY will be removed from the VEHICLE prior to return of the VEHICLE to the Malibu Mountain Rescue Team, Inc.
4. **Indemnification:** COUNTY agrees to indemnify and defend the Malibu Mountain Rescue Team, Inc. from any and all liability, losses, or damages the Malibu Mountain Rescue Team, Inc. may suffer and from any claims, demands, costs, or judgments against the Malibu Mountain Rescue Team, Inc. arising out of COUNTY's use or operation of the Malibu Mountain Rescue Team, Inc.'s VEHICLE. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such VEHICLE related to manufacturer's acts or omissions.

78038

5. **Titles:** Legal title to the VEHICLE is, and shall at all times, remain in the name of the Malibu Mountain Rescue Team, Inc. COUNTY shall hold title as registered owner only. The VEHICLE shall not be transferred or delivered by COUNTY to any persons other than the Malibu Mountain Rescue Team, Inc. without the Malibu Mountain Rescue Team, Inc.'s prior written consent.
6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of this VEHICLE shall be at no cost to COUNTY.
7. **Inspection by County:** COUNTY agrees to allow the Malibu Mountain Rescue Team, Inc. to inspect the VEHICLE or otherwise observe it at such times and locations as mutually agreed upon. COUNTY shall provide the Malibu Mountain Rescue Team, Inc. with such mileage, safety, operating and other information or copies of such records maintained by COUNTY with respect to the VEHICLE as the Malibu Mountain Rescue Team, Inc. or any government agency may require from time to time.
8. **Use of Vehicle:** COUNTY may use the VEHICLE for any lawful purpose, including use in connection with rescue and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the VEHICLE in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the VEHICLE odometer or other mileage recording devices. Nor shall the VEHICLE be used or operated as follows:
 - a) In a manner subjecting it to depreciation above normal depreciation associated with law enforcement use.
 - b) For illegal purpose or by a person under the influence of alcohol or narcotics.
9. **Risk of loss:** COUNTY shall assume all risks of loss to the VEHICLE:
 - a) From the time it is delivered by the Malibu Mountain Rescue Team, Inc. to COUNTY and upon inspection and acceptance by COUNTY.
 - b) Until the Vehicle is returned to Malibu Mountain Rescue Team, Inc. at its place of business

Upon inspection/acceptance of the VEHICLE, COUNTY shall be responsible for any and all damages to the VEHICLE except those resulting from inherent defects or malfunctions in such VEHICLE related to manufacturer's acts or omissions.

In the event of damages to the VEHICLE, COUNTY shall notify the Malibu Mountain Rescue Team, Inc. to that effect and follow such instructions that the Malibu Mountain Rescue Team, Inc. may provide with respect to repair or disposal of the VEHICLE. If the VEHICLE is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Malibu Mountain Rescue Team, Inc. agreement as to such condition), COUNTY shall properly notify the Malibu Mountain Rescue Team, Inc. thereof and hold any wreckage for disposal by the Malibu Mountain Rescue Team, Inc. With respect to any loss, theft or damage to the VEHICLE, COUNTY and the Malibu Mountain Rescue Team, Inc. shall negotiate the value for a comparably equipped VEHICLE in a condition similar to the lost, stolen, or destroyed VEHICLE immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, COUNTY shall immediately return the VEHICLE to the Malibu Mountain Rescue Team, Inc.
11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.
12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

Kevin Ryan, Secretary
Malibu Mountain Rescue Team, Inc.
P.O. Box 222
Malibu, CA 90265

13. **Independent Contractor:** This Agreement is by and between COUNTY and the Malibu Mountain Rescue Team, Inc. and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the Malibu Mountain

Rescue Team, Inc. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Malibu Mountain Rescue Team, Inc. agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.
17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.
18. **Authorization Warranty:** The Malibu Mountain Rescue Team, Inc. represents and warrants that the person executing this Agreement for the Malibu Mountain Rescue Team, Inc. is an authorized agent who has actual authority to bind the Malibu Mountain Rescue Team, Inc. to each and every term, condition, and obligation of this Agreement and that all requirements of the Malibu Mountain Rescue Team, Inc. have been fulfilled to provide such actual authority.
19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11, Amendments, of this Agreement.

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MALIBU MOUNTAIN RESCUE TEAM, INC.**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board, and the Malibu Mountain Rescue Team, Inc. has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized officer.

COUNTY OF LOS ANGELES

MALIBU MOUNTAIN RESCUE TEAM, INC.

By *Mark Ridley-Thomas*
Mark Ridley-Thomas
Chairman, Board of Supervisors

By *Kevin Ryan*
Kevin Ryan
Secretary

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*
Deputy

By *Lachelle Smitherman*
Deputy

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By *Michelle Jackson*
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

44 SEP 17 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

78038

September 17, 2013

Ryan Huggins
President, Malibu Mountain Rescue Team, Inc.
P. O. Box 222
Malibu, California 90265

Dear Mr. Huggins:

At its meeting held on September 17, 2013, the Los Angeles County Board of Supervisors expressed their appreciation to the Malibu Mountain Rescue Team for its generous bailment of a 2013 Dodge Ram 2500 pick-up truck to the Los Angeles County Sheriff's Department's Malibu Search and Rescue Team at the Malibu/Lost Hills Sheriff's Station.

Very truly yours,

Sachi A. Hamai
Executive Officer